

**AGREEMENT  
BETWEEN THE  
AIRPORT COMMUNITY SCHOOLS  
BOARD OF EDUCATION  
AND THE  
AIRPORT EDUCATIONAL SUPPORT  
PERSONNEL ASSOCIATION  
(SUPPORT STAFF)**

**July 1, 2012-June 30, 2013**

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## ARTICLE 1

### PURPOSE

It is the purpose of this Agreement to promote and insure harmonious relations, cooperation and understanding between the Board and the employees covered hereby, to insure true collective bargaining, and to establish standards of wages, hours, working conditions and other conditions of employment.

If an emergency financial manager is appointed to the district, he/she may ratify or modify this agreement in his/her sole discretion.

## ARTICLE 2

### UNION RECOGNITION, AGENCY SHOP, AND CHECK OFF

#### Section 1. Union Recognition

- A. The Board hereby recognizes the Union as the sole and exclusive collective bargaining agent of the employees covered by this Agreement for the purposes of collective bargaining with respect to rates of pay, benefits, hours of employment and other conditions of employment.
- B. The term "employee" as used herein shall include all payroll clerks, switchboard operators, Secretarial, Clerical, Bookkeepers, Assistant Librarians, Office Aides and all Teacher Aides of the Employer excluding Substitutes, Confidential Employees, Supervisors, as defined in the Act, and all other employees of the Board.

#### Section 2. Agency Shop

- A. Each bargaining unit member shall, as a condition of employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Association or pay a service fee to the Association equivalent to the amount of dues uniformly required of the members of the Association, less any amounts not permitted by law. The bargaining unit member may authorize payroll deduction for such fee. In the event that a bargaining unit member does not remit membership dues to the Association or does not pay the service fee directly to the Association (or authorize payment of membership dues or the service fee through payroll deduction) the Board shall, pursuant to MCL 408.477, and at the request of the Association, deduct the service fee from the bargaining unit member's wages and remit same to the Association under the due process procedures provided below.
  - 1. The procedure in all cases of non-payment of the service fee shall be as follows:
    - a. The Association shall notify the bargaining unit member of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for wage deduction may be filed with the Board in the event compliance is not effected.
    - b. If the bargaining unit member fails to remit the service fee or authorize deduction for same, the Association may request the Board to make such deduction pursuant to paragraph A above.
    - c. The Board, upon receipt of request for involuntary deduction, shall provide the bargaining unit member with an opportunity for a due process hearing. This hearing shall address the question of whether or not the bargaining unit member has remitted the service fee to the Association or authorized payroll deduction of same. Additionally, the bargaining unit member may request that the Board withhold or suspend involuntary wage deductions due to any asserted legal infirmity with the Association's internal procedures by which bargaining unit members may protest the calculation of the agency shop/service fee which is

alleged to be not properly chargeable to bargaining unit members who elect not to become members of the Association.

- d. Payroll deductions made pursuant to the procedure outlined above shall be made in equal amounts as nearly as may be from the paychecks of the bargaining unit member so affected.
- B. Pursuant to *Chicago Teachers Union v Hudson*, 106 S Ct 1066 (1986), the Association has established a policy regarding "Objections to Political-Ideological Expenditures - Administrative Procedures". That Policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-Association bargaining unit members. The remedies set forth in that Policy shall be exclusive, and unless and until such procedures (including any administrative or judicial review thereof) shall have been availed of and exhausted, no dispute, claim or complaint by such objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement.
- C. Due to certain requirements established in recent Court decisions, the Association represents that the amount of the fee charged to non-members, along with other required information, may not be available and transmitted to non-members until mid school year (December, January or February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year.
- D. The Association will certify at least annually to the District, fifteen (15) days prior to the date of the first payroll deduction for professional fees and at least fifteen (15) days prior to the date of the first payroll deduction for service fees, the amount of said professional fees and the amount of service fee to be deducted by the Board, and that said service fee includes only those amounts permitted by this Agreement and by law.

The parties agree to cooperatively discuss and exchange information regarding the Association's service fee collection and objection procedures. The Association agrees, upon request from the Board, to provide the Board for its review a copy of the Association's current "Policy and Administrative Procedures Regarding Objections to Political/Ideological Expenditures" together with a copy of all materials annually distributed by the Association and its affiliates to bargaining unit members who choose not to join the Association and/or to object to the service fee.

The Association further agrees to certify to the Board that the Association and its affiliates have complied with the above policies and administrative procedures prior to requesting enforcement of the service fee obligation contained in this Article.

- E. A bargaining unit member who, because of sincerely held religious beliefs or due to adherence to teachings of a bona fide religion, body or sect which has historically held conscientious objection to joining or supporting labor organizations shall not be required to join or maintain Association membership or otherwise financially support the Association as a condition of employment. However, such bargaining unit member shall be required, in lieu of periodic dues, service fees and/or initiation fees, to pay sums equal to such amounts to charitable organizations. Donation shall be made to one of three such charitable organizations as mutually designated by the Board and the Association.
- F. The Association shall indemnify and save the Board harmless against any and all claims, demands, suits, or other forms of liability which may arise out of or by reason of action taken or not taken by the Board in reliance upon information furnished to the Board by the Association in the course of enforcing this Section. Further, the Association agrees to indemnify and save the Board of Education, the individual members of its Board of Education, and individual administrators, harmless against any and all claims, demands, costs, suits, claims for attorney fees or other forms of liability as well as all Court and/or administrative agency costs that may arise out of or by reason of, action by the Board or its agents for purposes of complying with the union security provisions of

this Agreement. The Association also agrees that neither it nor its affiliates will in any proceeding assert that the defense or indemnity provisions of this Article are either unenforceable or void.

### **ARTICLE 3**

#### **NONDISCRIMINATION**

The Board and the Union both recognize their responsibilities under Federal, State and local laws pertaining to fair employment practices. Accordingly, both parties reaffirm by this Agreement the commitment not to discriminate against any person or persons because of race, creed, color, religion, sex, age, national origin, or disability as defined by The Americans with Disabilities Act.

### **ARTICLE 4**

#### **VISITATION**

Upon request by the Union and presentation of proper credentials, officers or accredited representatives of the Union shall be admitted onto the Board's premises during working hours for the purpose of ascertaining whether or not this Agreement is being observed by the parties, or for assisting in the adjusting of grievances, provided, that said visitation shall not disrupt orderly operations.

### **ARTICLE 5**

#### **OFFICERS**

- A. The employees shall be represented by a President, Vice President, Secretary, Treasurer, *and* Grievance Chair, herein referred to as the "Officers", who shall be chosen or selected in a manner determined by the employees and the Union, and whose names shall be furnished to the Board in writing by the Union. When representation is necessary, the employee may avail themselves of one of the aforementioned Officers, or the President's designee.
- B. Reasonable arrangement may be made to allow the President or President's designee time off with pay for the purpose of investigating grievances and to attend grievance and negotiating meetings after arrangements have been made with their supervisor.
- C. During their term of office, the Officers shall be deemed to head the seniority list for the purpose of lay off and recall only, provided they are qualified to do the required work. Upon termination of their term, they shall be returned to their regular seniority status.
- D. The District shall supply the President the following information within a newly hired employee's first week of employment: name, date of hire, classification and job location.
- E. At the Union's request, the Officers shall be granted up to three (3) days per year without loss of pay to participate in Union sponsored activities.

### **ARTICLE 6**

#### **SAFETY PRACTICES**

- A. The Board will take reasonable measures in order to prevent and eliminate any present or potential job hazards which the employees may encounter at their places of work, in accordance with the provisions of the Michigan Occupational Safety and Health Act, State and local regulations.
- B. Employees recognize their responsibilities to comply with all applicable health and safety regulations that have been given to them in writing, and further, recognize that failure to comply with said rules and regulations will subject the employee to disciplinary action including discharge.

- C. The Board shall develop and implement a standardized policy and procedure for addressing student health problems such as, infectious diseases, head lice, and etc., and shall provide the necessary training for those members involved with these problems.
- D. The employee will notify the Board and Union in writing of any such job hazard as soon as the employee first becomes aware of such unsafe areas, conditions or equipment. The Board, upon notification of an alleged unsafe condition, shall investigate such condition and shall be expected to make adjustments in such condition, if in the Board's investigation, the alleged unsafe condition is found to be a hazard to the employee(s).

## **ARTICLE 7**

### **JURISDICTION**

Persons not covered by the terms of this Agreement shall not perform work covered by this Agreement except for the purposes of instructional training, experimentation or in case of emergency or except for:

- 1. Teachers preparing their classroom materials.
- 2. Work performed by Administrators.
- 3. Work performed historically by non-bargaining unit personnel provided such persons shall in no way effect the employment status of the employees covered by this Agreement.

## **ARTICLE 8**

### **CONTRACTUAL WORK**

The right of contracting and subcontracting is vested in the Board. The Board retains all rights to fully implement Public Act 112 concerning the use of volunteers and third party contracting for non-instructional services. The right to contract or subcontract shall not be used for the purpose of undermining the Union, nor to discriminate against any of its members.

## **ARTICLE 9**

### **SENIORITY AND REDUCTION IN WORKFORCE**

- A. A newly hired regular employee shall be on probationary status for ninety (90) work days taken from and including the first day of employment. If at any time prior to the completion of the ninety (90) work days probationary period, the employee's work performance is unsatisfactory, the employee may be dismissed by the Board or its designee during this period without appeal by the Union. Probationary employees who are absent on scheduled work days, or who serve their probationary period during the non-school session period in which their job is not operative shall work additional days equal to the number of days absent, or equal to the number of days that their job was not operative, and such employee shall not have completed their probationary period until these additional days have been worked.
- B. Upon satisfactory completion of the probationary period, the employee's seniority date shall be retroactive to date of hire. Seniority shall be determined by the employee's continuous service with the Board, subject to the provisions stated in paragraphs (C) through (G) of the Article.
- C. In the event that the Board determines that it is necessary to execute a reduction in force for a position in the bargaining unit, the effected employee or employees will be mailed a notification of the action via first class letter placed in U.S. mail to last known address on file a minimum of two (2) weeks prior to the date that the scheduled reduction is to be effective. An employee whose position is scheduled for a lay off may exercise his/her seniority rights as follows:
  - 1. Employees whose positions are eliminated or decreased in hours by twenty-five percent (25%) or more, may "bump" into positions in an equal or lower classification for which they

are qualified, or into a higher classification that they have previously held satisfactorily for which they are still qualified if they have more district seniority;

2. Bumped employees may displace a lower district seniority employee in an equal or lower classification for which they are qualified or in a higher classification that they have previously held satisfactorily for which they are still qualified. Neither option can be exercised by an employee bumping into a higher classification that was demoted for unsatisfactory performance or misconduct in a classification. An employee bumping into a new classification or returning from layoff into a classification different than the one they were performing at the time of layoff shall be on probationary status for ninety (90) work days from the date of return; and
  3. Employees affected by changes identified in 9.C.1 shall have until the day their reduction is scheduled, to exercise their right to bump, and employees affected by changes identified in 9.C.2, shall be given three (3) business days to execute their right to bump.
  4. Health, dental, vision, life and long-term disability benefits will be granted to the employee based upon the hours/days of the position that the employee bumps into and subsequently works according to Article 19 of this agreement. If the employee chooses not to bump out of a position that has been reduced, the employee will receive insurance benefits based upon the reduced hours/days of that position.
- D. An employee will lose their seniority for the following reasons:
1. The employee resigns.
  2. The employee is discharged for cause and such discharge is not reversed through grievance procedure.
  3. The employee retires.
  4. The employee is laid off for a period of time equal to the amount of time that the employee has been employed by the Board, with such employee having recall rights for a period no less than employee's seniority date at the time of layoff not to exceed thirty-six (36) months.
- E. Seniority shall be retained, but not accrued, for an employee who transfers to either a confidential position, or any other position outside of the bargaining unit within the school district, with that employee having the right to exercise the seniority that they had accumulated while they were a member of the bargaining unit, in the event that such employee vacates either their confidential position or their position outside of the bargaining unit and returns to the bargaining unit. Seniority date and date of move to confidential position will be provided to the Union.
- F. An updated seniority list shall be furnished to each employee covered by this Agreement and a copy sent to the Union on or about October 1st of each year. Such list shall contain each employee's name, date of hire, district seniority, classification seniority, current job location and classification. Seniority in classification shall be as of the date of entry into the classification. The Association and Administration will work together to provide an accurate seniority list.
- G. Seniority continues to accrue during paid leaves of absence.

## **ARTICLE 10**

### **NEWLY CREATED, OPEN AND TRANSFERRED POSITIONS IN EXISTING CLASSIFICATIONS**

Employees covered by this Agreement shall be offered the opportunity to take District established tests required by the Board for the purpose of qualifying for any position that may become available within the bargaining unit. Said tests shall be offered once every six (6) months. Members of the bargaining unit shall be notified in writing at least two (2) weeks in advance of the testing dates. Employees who desire to take the tests shall notify the Business

Office of their intent. Test results shall be maintained in the employee's personnel file indicating their qualifications for bidding process.

Information regarding newly created, open or transferred positions, in existing classifications, will be forwarded to the Union President in a timely manner.

#### SECTION ONE – NEWLY CREATED AND OPEN AIDE POSITIONS (A-1, A-2, EC-1)

- A. Annual District-wide Aide Bid Meeting. There will be an annual district-wide aide bid meeting held each year. The bid session will be held in August, prior to the start of the school year. The District will notify the Union of upcoming bid date by October 15<sup>th</sup> of each year. At the end of each school year all aide positions will become unassigned and considered open for the upcoming annual district-wide aide bid meeting. At the annual district-wide aide bid meeting, all aide positions will be bid based upon district seniority. Employees must be qualified for the position in order to be eligible to participate in the bid.

After the annual district-wide bid meeting, any open position will be filled with a new hire.

Fourteen (14) calendar days prior to the scheduled annual bid meeting, bargaining unit members will receive the following information subject to the bid process:

- 1) Job Title. If Instruction Aide with Special Education inclusion responsibilities, inclusion will be indicated.
  - 2) The classification
  - 3) The job location
  - 4) The starting date
  - 5) The hours to be worked, daily start and end times (except To-Be-Determined positions)
  - 6) The rate of pay
- B. Newly Created or Open Aide Positions After the Start of the School Year. There will be a district wide aide bid meeting for any newly created or open aide position(s) that becomes available after the start of the school year. Any bargaining unit member who holds a position in the district will be eligible to bid on the position. The position will be filled according to district seniority. Employees must be qualified for the position in order to be eligible to participate in the bid. Health, dental, vision, life and long-term disability benefits will be granted to the employee based upon the hours/days of the position that the employee bids upon and subsequently works as outlined in Article 19 of this agreement.
- C. District wide bid meetings for newly created or open aide positions after the start of the school year will take place within 7 to 10 days of the notification to all bargaining unit members of the bid meeting by e-mail.
- D. Three (3) business days prior to the scheduled bid meeting, all bargaining unit members eligible to bid on the newly created or open position will receive the following information subject to the bid process:
- 1) Job Title. If Instruction Aide with Special Education inclusion responsibilities, inclusion will be indicated.
  - 2) The classification
  - 3) The job location
  - 4) The starting date
  - 5) The hours to be worked, daily start and end times (except To-Be-Determined positions)
  - 6) The rate of pay

#### SECTION TWO – NEWLY CREATED OR OPEN DOCUTECH POSITIONS (T-1)



Employees in the Docutech Operator position may not be bumped from the position; however, any member of the bargaining unit may bid on a newly created or open docutech position subject to the bidding process according to district seniority. Employees must be qualified for the position in order to be eligible to participate in the bid.

Employees shall be given five (5) business days from the date of posting to make application to bid on the newly created or open position.

### SECTION THREE – NEWLY CREATED OR OPEN NON-INTERVIEW SECRETARIAL POSITIONS (S-3, S-4)

Any member of the bargaining unit may bid on a newly created or open non-interview secretarial position subject to the bidding process according to district seniority. Employees must be qualified for the position in order to be eligible participate in the bid. Employees shall be given five (5) business days from the date of posting to make application to bid on the newly created or open position.

### SECTION FOUR – NEWLY CREATED OF OPEN NON-INTERVIEW EARLY CHILDHOOD ASSISTANT (EC1)

Any member of the bargaining unit may bid on a newly created or open non-interview Early Childhood Assistant position subject to the bidding process according to district seniority. Employees must be qualified for the position in order to be eligible to participate in the bid. Employees shall be given five (5) business days from the date of posting to make application to bid on the newly created or open position.

### SECTION FIVE – NEWLY CREATED OR OPEN INTERVIEWED POSITIONS (B-1, B-2, S-1, S-2, L-2)

If there is an opening in one of the following positions: B-1, B-2, S-1, S-2 or L-2; eligible employees wishing to make application meeting the minimum testing qualifications for the position as established by the district will be interviewed for the position. All bargaining unit members are encouraged to prepare and train for vacancies.

Interviews will take place within ten (10) working days of the posting deadline. The interview team will include one member of the bargaining unit selected by the Union. The individual with the best overall qualifications (including but not limited to testing) and experience and who is identified and selected by the interview committee as the best candidate for the position, will be hired. Consideration for seniority will be given, and if a lesser seniority employee is chosen for the position, all affected employees will be notified and will, if requested, receive a written explanation as to the reason(s) they were not granted the position.

### SECTION SIX - PROBATIONARY PERIOD – TRANSFERRED/PROMOTED EMPLOYEES AND VACANCIES

A transferred or promoted employee shall serve a probationary period of ninety (90) working days. In the event that the employee's work performance is unsatisfactory to the District, the Superintendent shall have the right to return the employee to their former position. In the event that the Superintendent returns the employee to their former position, the Superintendent shall furnish the affected employee the written reason or reasons as to why their work performance was unsatisfactory. The employee upon receiving reason or reasons as to why their performance was unsatisfactory and as to why they are being returned to their former position, shall have the right to grieve the written reason or reasons that have been furnished to the employee. During the time period that the employee is serving the ninety (90) working days probationary period, the Board may fill any subsequent vacancies with a substitute employee.

During the first thirty (30) working days of the probationary period, the employee may request to be returned to their former position and the Board shall honor such request.

### SECTION SEVEN - TEMPORARY VACANCIES

In the event of a temporary vacancy for a specified period of time greater than twenty (20) working days, the Board shall have the right to hire a temporary employee during the duration of the vacancy, provided that the Board offers the position to the existing employees who are working fewer hours within that same classification. In the event that an existing employee, working fewer hours in the same classification, accepts the temporarily vacated position, the newly hired temporary employee may fill the temporary vacancy. Temporary vacancies are deemed to be temporary as long as the regular employee is off the job, but is due or scheduled to report back to their regular work assignment. In the event that the employee returns to their former position, then the effected

employees will revert to their former position, and the temporary employee will be laid off. In the event that the regular employee does not return to their position, then as of the date that such determination is made, that position will then be considered to be vacant, and will be filled as specified under the terms of this Article.

**SECTION EIGHT - TEMPORARY POSITION**

The Board, after written notification to the Union, may create temporary positions to perform duties not currently performed by the bargaining unit members. However, such temporary positions shall not extend beyond ninety (90) calendar days unless mutually extended, in writing, by the parties. In the event the Board determines that the temporary position will continue, the position shall be posted and filled as a bargaining unit position per Section One of this Article.

**SECTION NINE – TEMPORARY TRANSFERS**

- A. Any employee temporarily transferred from their classification to another classification within the bargaining unit shall be paid either the rate of the position from which the employee is transferred or the rate of the position to which the employee is transferred, whichever is higher.
- B. Temporary transfers shall be for a period of no longer than thirty (30) calendar days except in the event that both parties mutually agree to an extension of the thirty (30) calendar day time period. In the event that it is not mutually agreeable to extend the temporary transfer beyond the thirty (30) calendar days, the position shall then be considered to be open, and posted for bidding from interested employees at the next regularly scheduled bid session.

**ARTICLE 11**

**NEW POSITIONS IN A NEW CLASSIFICATION**

- A. The Board shall notify the Union in writing when the Board creates a new position. In the event that it cannot be properly placed into an existing classification by mutual agreement between the parties, the Board shall place into effect a new classification and a rate of pay for the job in question, and the Board shall designate the classification and pay rate as temporary. The Board shall notify the Union in writing of any such temporary job which has been placed into effect upon the institution of such job.
- B. The new classification and rate of pay shall be considered as temporary for a period of thirty (30) calendar days following the date of written notification to the Union. During this thirty (30) calendar day period, but not thereafter during the life of this Agreement, the Union may request in writing the Board to negotiate the classification and rate of pay. The negotiated rate, if higher than the temporary rate shall be applied to the date that the employee first began working in the temporary classification except as otherwise mutually agreed. In a case where the parties are unable to agree on the classification and/or rate of pay, the issue may be submitted to arbitration. When a new classification has been assigned for the temporary classification during the specified period of time or as a result of final negotiation, or upon resolving the matter through arbitration, the new classification shall be added to and become a part of Schedule A of this Agreement.

**ARTICLE 12**

**DISCIPLINE AND DISCHARGE**

- A. Dismissal, suspension, and/or any other disciplinary action of a non-probationary employee shall be only for just and stated causes. All action taken by the Board under this Article shall be furnished to the effected employee or employees in writing, with a copy to the President of the Union. The employee shall have the right to defend themselves against any and all charges. Among, but not limited to, the causes which shall be deemed sufficient for dismissal, suspension, and/or other disciplinary action, are the following.
  - 1. Unauthorized or excessive absence from work.

2. Commitment and conviction of any criminal act.
  3. Conduct unbecoming any employee in the public service.
  4. Disorderly or immoral conduct.
  5. Incompetency or inefficiency.
  6. Insubordination.
  7. Bringing intoxicants into or consuming intoxicants on any school property or reporting for work under the influence of intoxicating liquor in any degree whatsoever.
  8. Neglect of duty.
  9. Negligence or willful damage to public property, waste or misappropriation of public supplies or equipment.
  10. Violation of any lawful regulation or order made by a supervisor.
  11. Willful violation of any provision of this contract.
  12. Deliberate falsification of records and reports.
  13. Possession or use of illegal drugs on school property.
  14. Use of tobacco in violation of State Law.
  15. Possession or use of a weapon including but not limited to a firearm, knife, club, concealed weapon or self defense spray on school property, unless written permission from a supervisor is first received.
- B. A non-probationary employee may be placed on paid administrative leave pending a disciplinary investigation.
- C. The Union with specific written consent of the employee shall have the right to review the contents of the personnel file of any employee within the bargaining unit, upon making the request to the Administration of the School District. An employee, upon making the request shall have the right to review the contents of their own personnel files maintained by the Board in accordance with the Bullard-Plawecki Act. Such review of personnel files must be done in the Board of Education Offices under the supervision of a designated school employee.
- D. Documented verbal warnings, written warnings, reprimands or suspensions will be given in the form of a letter or memorandum signed by the administrator instituting such action. The letter shall be provided to the bargaining unit member after a meeting has been held in which such member has been provided with an opportunity to be heard. Copies of a written warning, reprimand or suspension shall be given to both the member and the Union.
- E. A bargaining unit member shall be entitled to have a representative of the Union present during any meeting, which will or may lead to disciplinary action by the Board. When a request for such representation is made, no action shall be taken with respect to the bargaining unit member until such representative of the Union is present.

## **ARTICLE 13**

### **UNPAID LEAVES OF ABSENCE**

- A. Extended Illness/Disability Leave
1. Multiple leaves of absence for periods not to exceed one (1) year each shall be granted, upon review by the Board of Education or its designee, without pay for extended personal illness or disability of a bargaining unit member, prior to reaching maximum medical improvement, which prevents him/her from performing the essential job functions of his/her assignment.
  2. A paid or unpaid leave of absence taken due to extended personal illness/disability which is a serious health condition (as defined by the Family and Medical Leave Act) of the bargaining unit member shall be taken concurrently with leave under this provision to the extent of the bargaining unit member's eligibility under the Family and Medical Leave Act. As provided under the FMLA, the Employee may require the District to let it use accrued

paid leave applicable to the request, and the District may require the Employee to use accrued paid leave applicable to the request.

3. The District has the right to receive medical certification from the employee's health care provider regarding the necessity for leave taken under this article. The employee will facilitate and cooperate in the furnishing of such information, which shall include, for leaves taken under FMLA, responses to the inquiries contained in the Department of Labor form entitled Certification of Physician or Practitioner.
4. The District has the right to require that a second medical opinion (at District expense) be obtained. If that opinion differs from that of the employee's health provider, the employee and District (in consultation with the Association, if requested by the employee) shall mutually designate a third health provider whose opinion relative to leave eligibility or initial fitness to return to work shall be considered final and binding on the District, the employee and the Association. The cost of this examination shall be paid by the District.
5. The District has the right to require recertification during the leave period and medical certification of the employee's fitness to return to duty at the expiration of the leave period.

When an employee is returning from an unpaid leave connected with extended personal illness or disability, the District reserves the right to require medical evidence of the employee's ability to resume normal job duties.

#### B. Child Care Leave

1. A leave of absence for a period of up to twelve (12) weeks may be granted for purposes of child care for a new child. A child care leave shall be granted to the extent that a bargaining unit member is eligible for and entitled to such leave under the Family and Medical Leave Act.
2. An unpaid leave of absence taken for the purpose of caring for a child with a serious health condition or because of the birth of a child (and in order to care for that child) or due to placement for adoption or foster care, as defined by the Family and Medical Leave Act, shall be taken concurrently with this leave provision to the extent of a bargaining unit member's eligibility under the Family and Medical Leave Act.
3. Leave taken under this provision in connection with the birth of a child or due to placement for adoption or foster care must be concluded at the end of the twelve (12) month period beginning on the date of birth or placement, as is applicable.

#### C. Care of Family Member

Leaves of absence shall be granted for up to one (1) year for physical or mental illness, prolonged serious illness in the immediate family which shall include husband, wife, children or parents of the employee.

- D. The reinstatement rights of any employee who enters the military service of the United States by reason of an act or law enacted by the congress of the United States or who may voluntarily enlist during the effective period of such law shall be determined in accordance with the provisions of the law granting such rights.

- E. Leaves of absence will be granted to employees who are active in the National Guards or a branch or the Armed Forces Reserves for the purpose of fulfilling their annual field training obligations, provided such employees make written request for such leave of absence immediately upon receiving their orders to report for such duty.

- F. Any employee in the bargaining unit elected or appointed to full time Office, position in the Union, or position in government whose duties require their absence from work shall be granted a leave of absence without pay for the term of such office or position.
- G. All reasons for leaves of absence shall be in writing stating the reason for the request and the approximate length of leave requested with a copy of the request to be maintained by the Board, a copy furnished to the employee and a copy sent to the Union.
- H. An employee who meets all of the requirements as herein before specified may be granted a leave of absence without pay and the employee shall not accumulate seniority during their leave of absence unless on military leave. Leaves of absence may be granted at the discretion of the Board for reasons other than those listed above when they are deemed beneficial to the employee and the operations of the school district. If circumstances change during the leave, the employee must notify the Superintendent in writing within ten (10) working days, to inform him/her of same so that they may reassess the leave of absence. If the employee utilizes the leave for purposes other than the reason requested, discipline including termination may result. Employees may not work at another job during their leave of absence unless approved in advance by the Board of Education. Employees shall not be entitled to District paid insurance benefits while on unpaid leave of absences unless required by state law, including FMLA leave.

I. Return from Leave

Upon return from leave the bargaining unit member shall be assigned to either the same position from which leave was taken or to a position for which the bargaining unit member is qualified and able to perform and for which he/she possesses sufficient classification seniority. Compliance with the above standards shall be considered as restoration to an equivalent position. Restoration may be denied in the event of reduction in staff, in which the returning employee would have otherwise been laid off had he/she not been on unpaid leave. The employee also shall be entitled to resume accumulating seniority from the level earned prior to the leave of absence.

## ARTICLE 14

### GRIEVANCE PROCEDURE

#### DEFINITIONS

- A. A grievance shall be defined as an alleged violation, misinterpretation, or misapplication of the express terms of this Agreement.
- B. For the purpose of processing grievances, working days shall be defined as Monday through Friday, on any day in which the employee is scheduled to work, excluding all paid holidays.
- C. The time elements in the Steps may be shortened, extended or waived upon written mutual agreement between the parties.
- D. A grievance concerning alleged safety hazards may be processed directly to Step three (3) of the Grievance Procedure upon the employee having orally discussed the grievance with their immediate supervisor.
- E. Any employee or Union grievance which is not presented for disposition through the grievance procedure within five (5) working days of the date that it is reasonable to assume that the employee or the Union, as the case may be, first became fully aware of the conditions giving rise to the grievance, unless the circumstances made it impossible for the employee or the Union, as the case may be, to know prior to that date that there were grounds for such a claim, the grievance shall not hereafter be considered a grievance under this Agreement.

- F. Any grievance which is not appealed within the specified time limits set forth in the Step level of the grievance procedure, shall be considered to be settled on the basis of the decision rendered at the previous Step level of the grievance procedure. In the event that an answer to a grievance is not given within the specified time limits of the Step level of the grievance procedure, the appealing party may automatically appeal the grievance to the next Step level of the grievance procedure.

## PROCEDURE

### STEP ONE

Within ten (10) calendar days of the alleged contract violation, any employee having a grievance shall discuss the grievance with their immediate supervisor and retain the right to have union representation present, if requested. If the grievance is not settled orally with their immediate supervisor, the employee may request the union representative to file a written grievance with the employee's immediate supervisor.

### STEP TWO

- A. The union representative shall meet with the immediate supervisor to discuss the grievance within five (5) working days of its written submission to the immediate supervisor.
- B. The immediate supervisor shall give his decisions in writing relative to the grievance within five (5) working days of his meeting with the union representative.

### STEP THREE

- A. Any appeal of a decision rendered by the immediate supervisor shall be presented in writing to the Superintendent of Schools or designee within five (5) working days from the date of written receipt of the answer given by the immediate supervisor, and the Superintendent of Schools or designee shall meet with a Business Representative of the Union at a time mutually agreeable to them.
- B. The Superintendent of Schools or his designee shall give his decision in writing relative to the grievance within five (5) working days of the date of the meeting with the Business Representative of the Union.

### STEP FOUR

- A. In the event that the appealing party is not satisfied with the disposition of the grievance by the Superintendent of Schools, then within five (5) working days from the date of receipt of the answer given by the Superintendent of Schools, the grievance may be appealed to the Board of Education, and the Board of Education or a committee of the Board of Education shall meet with a Business Representative of the Union at a mutually agreed upon time.
- B. The Board of Education shall give their decision in writing relative to the grievance within five (5) working days of the date of their meeting with the Business Representative of the Union.

### STEP FIVE - ARBITRATION

- A. In the event that the appealing party is not satisfied with the disposition of the grievance by the Board of Education, then within fifteen (15) calendar days from the date of receipt of the answer given by the Board of Education, the grievance may be submitted to arbitration. Written notice of the intent to process the grievance to arbitration shall be served on the Superintendent of Schools within the specified time limits as required within the procedure to process the grievance to arbitration.
- B. The appealing party shall request the American Arbitration Association to submit a listing of seven (7) persons to both parties of arbitrators in accordance with its rules. The representatives of the Board and the Union shall return the listing of the seven (7) potential arbitrators to the designated

mailing address of the American Arbitration Association within the specified time period as is furnished to the parties by the American Arbitration Association. Each party upon returning their listing of the potential arbitrators to the American Arbitration Association shall indicate as to their preference of the arbitrator by the numbering of said arbitrator one (1) through seven (7). The American Arbitration Association upon receipt of the returned lists by the parties shall assign the arbitrator based on the highest preference given by both parties on said list. That person shall be accepted by both parties as the arbitrator.

- C. In the event that neither party returns the listing of said arbitrators to the American Arbitration Association within the specified time period, the American Arbitration Association shall assign one (1) of the persons on the submitted list as the arbitrator or in the event that only one (1) of the parties returns their listing within the specified time period, the American Arbitration Association shall assign the arbitrator from the listing based on the highest preference of that party that did return their listing within the specified time period. In either of these instances both of the parties shall accept that person as the arbitrator.
- D. The Arbitrator, the Union or the Board may call any person as a witness in any arbitration hearing.
- E. The fees, expenses and filing of the Arbitrator shall be borne solely by the non-prevailing party. In the event that the Arbitrator grants an award which is either not clearly in favor of either party, or does not grant the total relief that the Union is requesting but yet does not rule totally in favor of the Board, expenses and filing fees of the arbitrator shall be shared equally between the parties.
- F. The Arbitrator shall not have the jurisdiction to subtract from or modify the terms of this Agreement or any written amendments hereof, or to specify the terms of a new agreement or to substitute his discretion for that of the parties hereto.
- G. Each party shall be responsible for the expenses of the witnesses that they may call.
- H. Neither party shall be permitted to present in the arbitration hearing any evidence, either written or oral, that had not been disclosed to the other party in any of the previous step levels of the grievance procedure.
- I. The Arbitrator shall render his decision in writing relative to the grievance within thirty (30) calendar days from the date of the conclusion of the arbitration hearing.
- J. The decision of the arbitrator shall be final, conclusive, and binding upon all employees, the Board, and the Union.

## **ARTICLE 15**

### HOURS AND WORK WEEK

#### SECTION ONE - WORK WEEK AND DAY

- A. The regularly scheduled work week shall consist of forty (40) hours beginning at 12:01 a.m., Monday and ending 120 hours thereafter.
- B. Lunch Hours and Rest Periods
  - 1. Eight (8) hour employees-two fifteen (15) minute breaks and a thirty (30) minute uninterrupted lunch.
  - 2. Six (6) or more, but less than eight (8) hour employees-two (2) fifteen minute breaks and a thirty (30) minute unpaid lunch.
  - 3. Four (4) or more hours, but less than six (6) hour employees-one fifteen minute break and a thirty (30) minute unpaid lunch.

4. More than three (3), but less than (4) hour employees - one fifteen (15) minute break.

SECTION TWO- OVERTIME RATES WILL BE PAID AS FOLLOWS:

- A. Time and one-half (1 1/2) will be paid for all time worked in excess of eight (8) hours in a twenty-four (24) hour period; all time worked in excess of forty (40) hours in one work week for which overtime has not already been earned.
- B. Time and one-half (1 1/2) will be paid for all hours worked on Saturday.
- C. Double time will be paid for all hours worked on Sunday.
- D. No employee will be required to take time off from their normal work schedule during the week in place of receiving any overtime compensation for any hours worked in excess of eight (8) hours in a twenty-four (24) hour period or for any hours worked in excess of forty (40) hours in one work week.
- E. All time paid for under this Agreement shall be counted as time worked for the purpose of computing overtime pay.

SECTION THREE - DISTRIBUTION OF OVERTIME

Overtime shall be divided and rotated as equally as possible according to seniority within the building and among those employees within that classification who regularly perform such work.

SECTION FOUR - CALL IN PAY

Whenever an employee is called back to work after the completion of, or prior to the start of the employee's regularly scheduled working hours, the employee shall receive pay for the actual time worked at the appropriate rate of pay, or a minimum of two (2) hours pay at the employee's straight time hourly rate, whichever is higher.

SECTION FIVE - REPORTING PAY

Any employee called to work or permitted to come to work without being notified by the Board that there will be no work, shall receive two (2) hours pay at the appropriate rate of pay or in the event that the employee is regularly scheduled to work less than two (2) hours per day, that employee shall receive their regular daily rate of pay.

**ARTICLE 16**

**SICK LEAVE, FUNERAL LEAVE, AND PERSONAL LEAVE**

SECTION ONE- SICK LEAVE

- A. Each employee covered by this Agreement will be entitled to sick leave accumulated in a single sick leave bank at the rate of one (1) day per month with no limit as to the number of hours they may accumulate. One (1) day sick leave per month is only earned for the months that the employee draws a pay check from the Board.

Upon retirement, an employee shall receive four dollars and fifty cents (\$4.50) for each unused sick hour to a maximum payment at retirement of 1056 hours or \$4752.00. To be eligible, an employee must retire from the District and must qualify for state retirement. Clarification of a day: 1 day equals 8 hours. When an employee that works less than an 8 hour day retires, the payout would be prorated accordingly.

Any employee who reaches 1056 hours in their sick bank will have the option of continuing to accrue sick days or may at the end of the fiscal year request payment for days over 132 (1056 hours) to a maximum of twelve (12) per fiscal year at a rate of twenty-five dollars (\$25.00) per day



for eight (8) hour employees, or pro-rated to their normal scheduled daily work hours for those working less than eight (8) hours. One day equals eight hours.

Sick Day Leave/Accumulation after five (5) years of employment and a minimum of 400 hours accumulated in the employee's sick bank provides the following:

- a. Continue to accumulate as per master agreement
  - b. "Cash in" any or all unused sick days allocated during the fiscal year ending on June 30<sup>th</sup> at \$40.00 per day.
- B. Sick leave shall be granted to an employee when they are incapacitated from the performance of their duties by sickness, injury or for medical, dental or optical examination or treatment. Sick leave shall also be granted for personal illness of mother, father, spouse, child, ward or any family member which resides in the employee's household and requires the care and attention of the employee.
  - C. Employees who are unable to perform their duties because of illness or disability should notify their immediate supervisor of that fact before the start of the work day. In the event that an illness or disability extends beyond the first (1st) work day, the employee and the employee's immediate supervisor may make arrangements as to the frequency of continued notification by the employee of the illness or disability.
  - D. Records of sick leave accumulated and taken shall be furnished to each employee covered by this Agreement on or about October 1st of each year.
  - E. If it is necessary for a bargaining unit member to be absent from duty due to illness or injury under Workers' Compensation, they shall have the option to receive the difference between regular compensation and workers' compensation benefits deducted from their sick bank.

## SECTION TWO - FUNERAL LEAVE

- A. All employees shall be granted up to five (5) working days off with pay for a death in the employee's immediate family. The immediate family shall be construed to mean the employee's parents/guardians, stepparents, siblings, spouse, children, step-children, grandparents, grandchildren, son-in-law, daughter-in-law, brother-in-law, sister-in-law and spouse's parents. Additional time shall be charged to sick leave. In the event of the death of an aunt or uncle, the employee will be allowed one day per occurrence for a maximum of two (2) occurrences per fiscal year.
- B. Bargaining unit members may be granted time off charged to sick leave to attend the funeral of a non-family member at the discretion of the employee's supervisor.

## SECTION THREE-PERSONAL DAYS

Employees shall be granted two (2) personal days per year. Personal days cannot be used before or after any scheduled school vacation period or scheduled non-instructional day. An employee must fill out a written personal day request form and submit it to their supervisor at least two (2) working days in advance. There will be a limit of two bargaining unit employees (who require substitutes) per building being granted personal days on the same day. Personal days will be granted by the supervisor on a first come, first serve basis. Once the limit is reached in a building, all subsequent personal day requests (for positions requiring a substitute) for that day will be denied. Unused personal days will go into the employee's sick bank at the end of the fiscal year.

## **ARTICLE 17**

### **HOLIDAYS**

- A. The Board will pay the normal day's pay for the following holidays, according to the below specified schedule, for those eligible employees covered by this Agreement, even though no work is performed by the employee:

Twelve Month Employee

New Year's Eve Day	Labor Day
New Year's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Day
July Fourth	Christmas Eve Day
Martin Luther King Day*	President's Day*

Ten Month Employees

New Year's Eve Day	Martin Luther King Day*
New Year's Day	Labor Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Christmas Eve Day	Christmas Day

\*If school is not in session. If school is in session on either of these days, another non-instructional day will be chosen at the discretion of the Board to replace that day.

- B. Employees required to work on any of the above named holidays shall receive double time for hours worked in addition to their regular holiday pay, except\*.
- C. In the event that an employee is on vacation on any of the above named holidays, the employee shall be entitled to an additional day off with pay for the holiday, or the employee shall be paid an additional day's pay for the holiday. In the event that the employee is on paid sick leave on any of the above named holidays, the employee shall not have that day charged against their allowable sick leave.
- D. The employee must have worked their last scheduled work day prior to the holiday and their first scheduled work day after the holiday to be eligible for holiday pay, except in the case where the absence of the employee is a paid absence.

## **ARTICLE 18**

### **VACATIONS**

- A. Each employee covered by this Agreement who works twelve (12) months per year shall receive an annual paid vacation with such vacation to be granted based on the following schedule. Employees at their request may carry up to one (1) week of vacation into the next year.
1. One year of service – two (2) weeks vacation with pay
  2. Five years of service – three (3) weeks vacation with pay
  3. Ten years of service – four (4) weeks vacation with pay
- B. Vacation requests shall be scheduled through the employee's immediate supervisor. Keeping in mind the needs of the district, employees are encouraged to take their vacation during a time when school is not in session. However, no vacation will be taken during the week prior to the start of school. Vacations which are taken at any other time of the year other than during the non-session school days must have the approval of the immediate supervisor. Employees must be employed a minimum of one (1) year to be eligible for a paid vacation.

- C. Employees terminating employment or who are placed on a leave of absence shall receive pro-rata vacation allowance based on 1/12 of their vacation pay for each month or major fraction thereof between the employee's anniversary date and the employee's termination date, or the date that the employee is placed on the leave of absence, whichever is applicable.
- D. When an employee moves from a 10 month to 12 month assignment, they shall be credited with the total number of months worked as a 10 month employee toward vacation earnings. (Example: An employee who has worked for the District as a 10 month employee for five years and then moves to a 12 month position will be credited with fifty (50) months of vacation credit. They will be entitled to two weeks of vacation. After reaching sixty (60) months of credit, they shall be entitled to three weeks of vacation.) Employees moving from 10 month to 12 month positions may not take vacation time until they have worked 12 months in their new position.

## ARTICLE 19

### INSURANCE PROTECTION

Upon proper application and acceptance for enrollment by the appropriate insurance underwriter and policyholder, the Board of Education, for the duration of this Agreement, shall make premium contributions, as specified below, on behalf of all eligible members and eligible dependents while employed by the District subject to the eligibility limitations in this Article. The bargaining unit member is responsible for insuring completion of all forms and documents required for participation in the insurance program described below. The District, by payment of its insurance premiums below, shall be relieved from any and all liability with respect to the provisions of insurance benefits or programs.

All members hired by the District after June 30, 2008 for any Aide position will not be eligible for any insurance benefits.

All members hired by the District after June 30, 2008 who are promoted to a Secretarial position will receive benefits according to the eligibility and pro-ration rules outlined in Sections One (1) through Nine (9) of this Article.

#### SECTION ONE - HEALTH AND DENTAL INSURANCE COVERAGE

Upon submission of written application, all members employed by the District as of June 30, 2008 will receive receive MESSA CHOICES II, XVA2, with a \$10/\$40 drug card (RX) a \$500/\$1,000 deductible, a \$20 office visit co-pay a \$50 emergency room co-pay, and Dental Insurance coverage comparable to Delta Dental Insurance (80/80/80) according to the employee's family status and will be eligible and may participate in the payment of premiums according to the following pro-ration schedule:

#### Medical

0 hours to 6.0 hours	Not eligible to receive any insurance benefits
6.01 hours to 7.0 hours	67.5 % payment of monthly premiums by District
7.01 hours to 8.0 hours	80.0% payment of monthly premiums by District

#### Dental

0 hours to 6.0 hours	Not eligible to receive any insurance benefits
6.01 hours to 7.0 hours	77.5 % payment of monthly premiums by District
7.01 hours to 8.0 hours	90.0% payment of monthly premiums by District

If by statute or Constitutional Amendment the requirement that the employer not pay more than the hard cap amount or 20% of the health care premium be overturned, the employer will agree to pay 90% of the health care premium from the date the change goes into effect.

## SECTION TWO – LONG TERM DISABILITY COVERAGE

The Board shall pay the 90% of the premium for full time twelve month employees working 7.01-8.00 hours per day for a Long-Term Disability Insurance which shall include the following:

1. The plan shall have a ninety (90) calendar day waiting period with the employee to receive the payments for such insurance as of the ninety-first (91<sup>st</sup>) calendar day.
2. The plan would pay the disability premiums to an eligible employee up to the age of sixty-five (65) in the case of disability.
3. The Plan would pay sixty percent (60%) of the employee's normal monthly earnings to a maximum monthly benefit of \$2,500.00.

## SECTION THREE – LIFE INSURANCE COVERAGE

All members employed by the District as of June 30, 2008 working more than six (6) hour per day the Board will pay 90% of the premiums for a \$20,000.00 term life insurance policy.

## SECTION FOUR – VISION INSURANCE COVERAGE

All members employed by the District as of June 30, 2008 working 7.01-8.00 hours per day the Board will pay 90% of the premiums for paid Vision insurance comparable to VSP III according to the employee's family status.

## SECTION FIVE – CASH IN LIEU OF INSURANCE

All members employed by the District as of June 30, 2008 who decline enrolling in neither the health nor the dental plans provided for in Section One above, the Board will pay \$120.00 per month according to the following pro-ration schedule:

- |                         |  |
|-------------------------|--|
| 0 hours to 6.0 hours    | Not eligible to receive cash in lieu   |
| 6.01 hours to 7.0 hours | 87.5 % payment of monthly cash in lieu |
| 7.01 hours to 8.0 hours | 100.0% payment of monthly cash in lieu |

All members employed by the District as of June 30, 2008 enrolling in only the dental plan provided for in Section One above, the Board will pay \$60.00 per month according to the following pro-ration schedule:

- |                         |  |
|-------------------------|--|
| 0 hours to 6.0 hours    | Not eligible to receive cash in lieu   |
| 6.01 hours to 7.0 hours | 87.5 % payment of monthly cash in lieu |
| 7.01 hours to 8.0 hours | 100.0% payment of monthly cash in lieu |

## SECTION SIX – PAYMENT OF PREMIUM

Board shall pay the herein described insurance premiums for the full twelve (12) months of each year to all eligible bargaining unit members. When employment is interrupted by layoff, discharge, quit, retirement, or unpaid leave of absence, all Employer-paid coverage continues only for the balance of the month in which such termination occurs, unless otherwise required by law.

## SECTION SEVEN – CARRIERS

The Board reserves the right to obtain coverage comparable to those provided in Sections One through Five above with insurance carriers(s) appointed by the Board.

## SECTION EIGHT – LIMITS OF LIABILITY

- A. Notwithstanding the provisions of this Article, the terms of any contract or policy issued by an insurance company shall be controlling as to all matters concerning benefits, eligibility and termination of coverage and other required matters.

- B. The Board, by the payment of the premium payments required to provide the coverage set forth herein, shall be relieved from all liability with respect to the benefits provided by the insurance company. Failure of any insurance company to provide any of the benefits for which it has contracted for any reason, shall not be considered a breach of any obligation by either of the two organizations.
- C. Disputes between employees or beneficiaries of employees and any insurance company shall not be subject to the grievance procedure established herein.

#### SECTION NINE – MULTIPLE BARGAINING UNITS

Employees working a total of 8.0 hours per day in more *than* one (1) bargaining unit will be eligible for insurance benefits as per this Agreement.

### **ARTICLE 20**

#### **GENERAL**

#### SECTION ONE-TAX SHELTERED ANNUITIES

Consistent with IRS rules, the Board agrees to deduct the premium for variable tax deferred annuities solely paid for by the employee and to remit said premiums to the Board designated insurance company.

#### SECTION TWO-TELEPHONE FACILITIES

Employees in the bargaining unit may avail themselves to the Board's telephone facilities. All personal toll calls shall be at the employee's expense.

#### SECTION THREE- PARKING

Parking facilities shall be provided by the Board for the employees covered by this Agreement within reasonable proximity of their building.

#### SECTION FOUR-RESIGNATION

- A. Any employee desiring to resign from their employment with the Board shall file a letter of resignation with the Superintendent at least ten (10) working days prior to the effective date of such resignation.

#### SECTION FIVE-DEDUCTIONS

The Board agrees to make available to all of the employees covered by this Agreement any payroll deduction services which are available through the Board such as Savings Bonds, Credit Union, etc.

#### SECTION SIX-CONTINUING EDUCATION

The Board agrees to pay the full tuition fee for any employee the Board designates to attend a workshop, in-service training seminar, self-improvement course, or other job related professional growth activities of a nature specifically designed to provide on the job improvement. The term 'designate' as used herein shall be defined as instances where the Board requests the employee's attendance. All other non-required attendance requirements of the Board shall be at the employee's expense.

#### SECTION SEVEN-PHYSICAL EXAMINATIONS

The Board agrees to pay the full cost of any physical examination required of the employees of the Board.

#### SECTION EIGHT-MILEAGE

Employees who are required to use their own transportation for carrying out their job responsibilities for the Board shall be reimbursed for all such miles driven at the regular rate and procedure as established by Board policy for all such miles.

#### SECTION NINE-MEDICATION

The parties agree to abide by the State of Michigan, General School Law #380.1178 and Airport Board policy 5330.

#### SECTION TEN-LEGAL PROTECTION

Any case of assault upon an employee covered by this Agreement shall be promptly reported to the Superintendent of Schools. The Board will provide access to its legal counsel to advise the employee of their rights and obligations with respect to such assault and shall render all reasonable assistance to the employee in connection with the handling of the incident by law enforcement and judicial authorities.

#### SECTION ELEVEN-WEATHER RELATED DAYS

All 10 month employees shall receive their regular pay for the first two snow days(Act of God). If required by the state to make up inclement weather days, they will be allowed to make up their full budgeted scheduled hours, less the two paid weather days..

Twelve month employees who are unable to report to work shall receive their normal days pay for those days school is closed because of inclement weather (Act of God). Limited to two (2) days per school year.

#### SECTION TWELVE - TIME CLOCKS

If the district obtains a security and/or payroll record-keeping system, all bargaining unit employees will be required to use it.

#### SECTION THIRTEEN - ADDITIONAL DUTIES

All time spent in service for and requested by the employer shall be considered as time worked, and shall be compensated at the appropriate rate of pay.

#### SECTION FOURTEEN – PERSONAL/PHYSICAL CARE OF STUDENTS

Should employees be required to provide assistance with personal needs for medically fragile students where disrobing may be necessary (e.g., catheterization or other toileting functions), a second adult, whenever possible, will be present as a witness. Whenever these activities require the assistance of additional employees, assignments of personnel will be made to accommodate the needs of the students without risk to the employees performing the activities.

#### SECTION FIFTEEN – NO CHILD LEFT BEHIND

Instructional aides in Federal and State Funded At-Risk positions (Title I & Section 31a) must meet Federal NCLB regulations.

### **ARTICLE 21**

#### **BULLETIN BOARDS**

- A. Board designated bulletin board space or display area shall be made available by the Board at each of the buildings of the schools system in which there are employees covered under this Agreement, who are employed within those buildings with the bulletin board space or display area

to be used by the Union and with such bulletin board space or display area to be used for the following notices:

1. Recreational and Social affairs of the Union.
  2. Union meetings.
  3. Union elections.
  4. Reports of the Union.
  5. Rulings or policies of the Local or International Union.
- B. Notices and announcements shall not contain anything political or controversial or anything reflecting upon the Board, any of its employees, or any other labor organization among its employees, and no materials, notices or announcements which violate the provision of this Section shall be posted. The posting of all such notices shall be done by the Union Officers or the designated Representatives.

## **ARTICLE 22**

### **JURY DUTY**

Employees requested to appear for jury qualification or service shall receive their pay from the Board for such time lost as a result of such appearance or service, less any compensation received for such jury service. In the event that the employee is subpoenaed by the Board as a witness in any case connected with the employee's employment of the school district, the employee will be paid their full pay. All other subpoenaed employees will be paid for their lost time, less any compensation paid to the employee by the courts. Documentation will be provided. If the employee is released early he/she shall contact supervisor as to whether to return to work.

## **ARTICLE 23**

### **CLASSIFICATION AND COMPENSATION**

The parties hereto agree that the employees covered by this Agreement shall be considered engaged in the type of work and classifications as set forth on Schedule A attached hereto and made a part hereof by reference.

## **ARTICLE 24**

### **SCOPE, WAIVER AND MODIFICATION OF AGREEMENT**

#### **SECTION ONE**

No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or covenants herein shall be made by any employee or group of employees with the Employer, unless executed in writing between the parties hereto and the same has been ratified by the Board and the Union.

#### **SECTION TWO**

The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms and conditions herein.

#### **SECTION THREE**

If any Article or Section of this Agreement or any supplements thereto should be held invalid by operation of Law or by any competent jurisdiction or tribunal, or if compliance with or enforcement of any Article or Section of this Agreement should be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

#### **SECTION FOUR**

Any article or section of this Agreement found to be in conflict with any law shall be null and void and may not be interpreted or considered by an arbitrator or subject to the grievance procedure.

## **ARTICLE 25**

### **BINDING EFFECTIVE AGREEMENT**

#### **SECTION ONE**

This Agreement shall be binding upon the parties hereto, their successors and assigns.

#### **SECTION TWO**

This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices, whether oral or written, and expresses all obligations of, and restrictions upon the Board and the Union

## **ARTICLE 26**

### **RIGHTS OF THE BOARD**

The Board reserves unto itself all rights, powers and privileges inherent in it, or previously exercised by it, or vested in it or conferred upon it by the laws and constitution of Michigan and the United States and any other source. By way of illustration and not exclusively by the Board without prior negotiation shall include, except as expressly provided elsewhere in this Agreement or Act 379 or the Michigan Public Acts of 1965, the right to:

1. The Board retains all rights to fully implement Public Act 112 concerning the use of volunteers and third party contracting for non-instructional services.
2. Manage and control the school's business, the equipment and the operations and to direct the working forces and affairs of the Board
3. Continue its rights and past practice of assignment and direction of work of all of its personnel, determine the number of shifts and hours of work and starting time and scheduling of all of the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify or change any work of business hours or days.
4. The right to direct the working force, including the right to hire, promote, suspends and discharge employees, transfer employees, and assign work or extra duties to employees, determine the size of the work force and to lay off employees.
5. Determine the service, supplies and equipment necessary to continue its operation and to determine the methods, and processes of carrying on the work including automation.
6. Adopt reasonable rules and regulations.
7. Determine the qualification of employees, including physical conditions.
8. Determine the location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, division buildings, or other facilities.
9. Determine the placement of operations, production, services, maintenance or distribution or work, and the source of materials and supplies.
10. Determine the financial policies, including all accounting procedures and all matters pertaining to public relations.



11. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization provided that the Board shall not abridge any rights from employees as specifically provided for in this Agreement.
12. Determine the policy affecting the selection, testing or training of employees providing such selecting shall be based upon lawful criteria.

## **ARTICLE 27**

### **STRIKES AND LOCK OUTS**

The Union and the Board subscribes to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Union, therefore, agrees that its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify, or condone nor shall any employee(s) take part in any strike, slowdown or stoppage of work, boycott, picketing or other interruption of activities in the school system for the duration of this Agreement. Failure or refusal on the part of the employee(s) to comply with the provisions of this Article shall be cause for whatever disciplinary action is deemed necessary by the Board.

**ARTICLE 28**

**TERMINATION, CHANGE, OR AMENDMENT**

- A. This agreement shall continue in full force and effect until June 30, 2012.
- B. If either party desires to terminate this Agreement, it shall, ninety (90) calendar days prior to the termination date, give written notice of termination. If neither party gives notice of termination or withdraws the same prior to the termination date, this Agreement shall continue in full force and effect from year to year thereafter, subject to notice of termination by either party on ninety (90) calendar days written notice prior to the current year of termination.
- C. If either party desires to modify this Agreement, it shall ninety (90) calendar days prior to the termination date or any subsequent termination date, give written notice amendment or amendments desires. If notice of amendment of this Agreement has been given in accordance with this paragraph this Agreement may be terminated by either party on ten (10) calendar day's written notice of termination. Any amendment that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.
- D. Notice of termination or modification shall be in writing and shall be sufficient if sent by Certified Mail addressed to the Monroe County Education Association, MEA/NEA, 14576 S. Dixie Highway, Unit #1, Monroe, MI 48161 and to the Board addressed to the Airport Community Schools, 11270 Grafton Road, Carleton, MI 48117, or to any other such address the Union or the Board may make available to each other.
- E. The effective date of this Agreement is July 1, 2011.

IN WITNESS WHEREOF: the parties have caused this instrument to be executed.

AIRPORT COMMUNITY SCHOOLS  
BOARD OF EDUCATION

MONROE COUNTY EDUCATION ASSOCIATION

\_\_\_\_\_  
PRESIDENT

\_\_\_\_\_  
SECRETARY

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**SCHEDULE A  
SALARY SCHEDULE**

		1.5% Off Scale (2010-11) 7.01.12 – 6.30.13	Schedule A 7.01.13 – 6.30.14
B-1	Payroll Clerk	17.94	17.67
B-2	Employee Benefits/Business Office Clerk	17.15	16.89
S-1	High School Secretary High School Student Services Secretary Middle School Secretary Transportation Secretary	17.15	16.89
S-2	Elementary Secretary Maintenance/Transportation Secretary	15.69	15.46
L-2	Library Technician	15.69	15.46
S-3	Curriculum Secretary Middle School Assistant Secretary	15.21	14.98
S-4	Adult Education Assistant Athletic Secretary High School Counseling Aide	13.77	13.56
T-1	Docutech Operator Technical Aide	13.77	13.56
EC-1	Early Childhood Assistant	15.23	15.00
A-1	Library/Media Aides Sub Calling Office Assistant	13.77	13.56
A-2	Instructional Aides (Health Care Duties) Office Aides	12.40 (.25/hr)	12.22 (.25/hr)

**LONGEVITY PAY**

Eligible members of the bargaining unit will receive longevity pay according to the following schedule:

- (a) five (5) or more years of service - \$.19 per hour
- (b) ten (10) or more years of service - \$.29 per hour
- (c) fifteen (15) or more years of service - \$.39 per hour
- (d) twenty (20) or more years of service - \$.48 per hour

**NEW HIRE SALARY SCHEDULE**

For the first two years of employment, the starting pay for new hires will be \$2.00 less than the corresponding pay on Schedule A. At the end of 6 months, the amount will increase by \$.50. At the end of one year, the amount will increase by an additional \$.50. At the end of two years, the pay will revert to Schedule A.